

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY,
AND
THE (MUNICIPALITY)**

WHEREAS, The Department of Emergency Management & Homeland Security is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security, Office of State and Local Government Coordination and Preparedness for the Fiscal Year 2005 Homeland Security Grant Program (SHSGP), Law Enforcement Terrorism Prevention Program (LETPP), and Citizen Corps Program (CCP) ;

WHEREAS, The Emergency Management and Homeland Security Coordinating Council has approved an allocation formula for grant funds available under the SHSGP, LETPP and CCP Grants;

WHEREAS, the (Municipal Name), is a sub-state local jurisdiction recognized by the SAA as an eligible jurisdiction to receive grant funds in the amount of (Grant Total);

THEREFORE, The SAA and the (Municipal Name) enter into this Memorandum of Understanding (MOU) authorizing the SAA to act as the agent of the (Municipal Name) and allow the SAA to retain and administer such grant funds on behalf of the (Municipal Name).

This MOU shall be effective when all parties have executed it and all required approvals have been granted. The term of this MOU is for the period of May 1, 2005 through April 30, 2007.

The SAA is authorized to enter into this agreement through the Commissioner of Emergency Management and Homeland Security pursuant to the authority provided under Connecticut General Statute § 4.8.

This MOU remains in full force and effect for the entire term of the MOU unless cancelled by the SAA, giving the (Municipal Name) written notice of such intention at least thirty (30) days in advance. The SAA reserves the right to cancel the MOU without prior written notice when the funding for the grant is no longer available.

The SAA agrees to withhold funds for (Municipal Name) in the amount of (Grant Total). The maximum amount payable on behalf of the (Municipal Name) shall be (Grant Total).

The (Municipal Name) agrees to allow the SAA to provide financial and programmatic oversight for the purpose of supporting the allocations and uses of funds under this grant consistent with the 2004 State Homeland Security Strategy that was reviewed and approved by the Department of Homeland Security, Office of Domestic Preparedness in 2004 and remains in effect and is supported by an Initial Strategy Implementation Spending Plan (ISIP) as required by the federal program. The (Municipal Name) agrees to allow the SAA to withhold, manage, and disburse the grant funds withheld in the name of the (Municipal Name).

The SAA, in consultation with (Municipal Name), agrees to procure the equipment, training, planning and exercise specific to its needs which are consistent with the 2004 State Homeland Security Strategy that remains in effect and supported by the State ISIP.

Amendment of the Agreement

Formal written amendment of the agreement is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

1. revisions to the maximum payment
2. the agreement's objective's services or plans
3. due dates for reports
4. completion of objectives or services, and
5. any other agreement revisions determined material by the state agency

Litigation

The (Municipal Name) agrees that the sole and exclusive means for the presentation of any claim against the Grantor arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

The (Municipal Name) must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and regulations promulgated thereunder. The (Municipal Name) agrees that all fiscal records pertaining to the projects shall be maintained for a period of not less than three (3) years. Such records will be made available to the state and/or federal auditors upon request.

The (Municipal Name) commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Office of Justice Programs OC Financial Guides.

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The grantee agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

NON-DISCRIMINATION CLAUSE

In accordance with Public Act 88-351, the grantee agrees and warrants that, (a) For the purposes of this section, “minority business enterprise” means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, “Commission” means the Commission on Human Rights and Opportunities.

For purposes of this section, “Public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The grantee agrees and warrants that in the performance of the contract such grantee will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved: (2) the grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an “affirmative action – equal opportunity employer” in accordance with the regulations adopted by the Commission; (3) the grantee agrees to provide each labor union or representative of workers with which such grantee has a collective

bargaining agreement or other contract of understanding and each vendor with which grantee has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the grantee agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the grantee agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the grantee agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

- (c) Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The grantee shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such grantee becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

- (f) The grantee agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- (g) Pursuant to Public Act 89-227, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.
Effective 07/01/89 – Amended 04/01/91

NON-DISCRIMINATION ON THE GROUNDS OF SEXUAL ORIENTATION

- (1) The grantee agrees warrants that in the performance of the contract such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- (2) The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The grantee agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
- (4) The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee as related to the provisions of this section and Section 46a-56 of the General Statutes.

- (5) The grantee shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The grantee shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such grantee becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The GRANTEE agrees and warrants that in the performance of this contract, it shall meet the requirements of all applicable Federal, State and Local laws, ordinances, regulations and codes.

STATE LIABILITY

The State of Connecticut assumes no liability for payment under the terms of this contract until the GRANTEE is notified by the GRANTOR that this contract has been approved and executed by the Department of Emergency Management and Homeland Security and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Office of the Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

GRANTEE: **THE (MUNICIPAL NAME)**

By: _____
(CEO – Name and Title) (Date)
Duly Authorized per attached Resolution

GRANTOR: The Department of Emergency Management and Homeland Security

By: _____
James M. Thomas (Date)
Commissioner of Emergency Management & Homeland Security
Duly Authorized